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April 05, 2021

Mercedes Benz Bluetech Settlement Objection

Clerk of the Court/Judge Kevin McNulty
Martin Luther King Building & United States Courthouse
50 Walnut Street
Newark, NJ 07101

Per instructions on the proposed Settlement documentation dated March 2021, please add these considerations to the Settlement agreement.

1. DEF Heater has been problematic to early year Sprinters and some required replacement both within and outside the existing warranty (at owner's expense). This is a key component of the emissions system. The DEF heater needs to be specifically identified as an extended emission warranted item.
2. A provision confirming MB responsibility to cover future towing (if needed) and related required alternate transportation costs associated with vehicle repairs associated with extended warranted items and the vehicle requires emissions related repairs. This is similar to the initial vehicle warranty provisions.
3. The extended warranty time period should be consistent among all emission components since they work as a combined emissions system....namely to the longest period specified on any warranted part. Disagreements will surface for those situations beyond the core 48,000 mile/ 4-year warranty when a supplemental period part fails and a core period part is also needed to correct the problem.
4. It is disingenuous to not require Mercedes Benz to reimburse consumers costs to repair/replace items that are now to be included in the Extended emissions warranty. It is suggested, at a minimum, that the emissions repairs that were completed at Mercedes Benz Service centers should be automatically refunded. Mercedes Benz profited by these repairs charging MB consumer shop labor rates and MB retail parts pricing. Repairs made by independent repair shops may require appropriate documentation to submit a request/claim for reimbursement.
5. The proposed cash settlement does not consider that Mercedes Benz marketed and provided "incomplete" vehicles allowing approved and qualified Upfitters to complete final assembly being marketed to consumers.

In particular, recreational vehicles are generally sold to end consumers at 2-4 times the cost of a Sprinter van and most Mercedes Benz cars included in the settlement. These consumers relied on the manufacturer's representations. The RV application, which is an approved MB application with approved Upfitters customer base, is dependent upon their vehicle for long distance travel and self-lodging while traveling. There is a higher associated cost and risk for these consumers as a system failure usually occurs far from

home and generally requires associated lodging or other arrangements while repairs are made. Even providing a basic courtesy loaner car will most of the time not provide the same minimum needs. I believe it appropriate to provide a supplemental category of payment for vehicles sold originally as RVs, and registered under the RV manufacturer designation (e.g. Winnebago). Resale of these fully outfitted vehicles will be diminished due to uncertain mileage and performance issues. Consumers were attracted to the advertised superior mileage and performance aspect of these vehicles versus competitor chassis RV builds. That expectation/guarantee is no longer present and be reflected in loss of ultimate resale value.

Given the multiples higher value of the completed RV vehicle and much greater consequence for outages (away from home; lodging associated expenses while repairs are made, loss of premium resale value due to mileage/performance), to be consistent with the other monetary values the RV cash payment supplement should be 1-3 times the base cash settlement figure.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'R Kreps', followed by a horizontal line.

Robert Kreps

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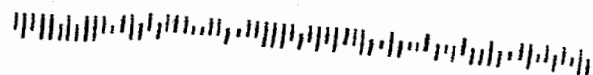
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